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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th January, 2021

No. 13/1/9699-HII(2)-2021/1004.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 1/2020, dated 12.12.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, U.T., Chandigarh between :

PRESIDENT / GENERAL SECRETARY, CHANDIGARH BOTTLING COMPANY WORKERS UNION, HEAD OFFICE AT CHEEMA BHAWAN, SECTOR 30-B, CHANDIGARH (Workers' Union)

AND

1. CHANDIGARH BOTTLING COMPANY, PLOT NO. 11, INDUSTRIAL AREA, PHASE - I, CHANDIGARH.
2. CHANDIGARH BOTTLING COMPANY, PLOT NO. 177-F, INDUSTRIAL AREA, PHASE - I, CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9699 HII(2)-2019/21418, dated 31.12.2019.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9699-HII(2)-2019/21417, dated 31.12.2019 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the demand raised in the demand notice dated 11.10.2017 by The President/ General Secretary of Chandigarh Bottling Company Workers Union, Head Office at Cheema Bhawan, Sector 30-B, Chandigarh And (1) M/s Chandigarh Bottling Company, Plot No.11, Industrial Area, Phase I, Chandigarh (2) M/s Chandigarh Bottling Company, Plot No.177-F, Industrial Area, Phase I, Chandigarh, are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

(79)

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2. The President/ General Secretary, Chandigarh Bottling Company Workers' Union (*hereinafter called "workers' union"*) had served demand notice dated 11.10.2017 upon M/s Chandigarh Bottling Company Workers' Union (*hereinafter called "management"*) under the Industrial Disputes Act, 1947 (*hereinafter called "ID Act"*). Upon notice, the workers' union appeared through its representative. Demands of the workers' union are as under :—

1. **Complete Working Uniform not issued.**—The complete working uniform has not been issued to the workers. It was settled in the Labour Department that the complete working Uniform including leather shoes and woolen jersey will be provided but the same has not been implemented. During rainydays work cannot be suspended or stopped and the workers are required to perform their duties in the rain and in such circumstances rain coats are very necessary. It is requested to provide complete working uniforms along with rain coats to all the workers along with arrears of previous deficiency.
2. **Problem on Shifting of Depot.**—At the time of arrival of vehicles after day long delivery, the vehicles are firstly emptied at Depot No.11, Industrial Area, Phase - I, Chandigarh and then the vehicle is taken to plot No.29/3, Industrial Area, Phase - II for the purpose of night parking. This operation consumes lot of extra time and addition burden of loading on the workers on the supply duty. Earlier practice was that on arrival from the supply, it was other labour which used to empty/unload the vehicles.
3. **EPF Slips not issued.**—The management is not supplying the EPF Slips to the workers whose deductions are made. The slips are necessary for the workers to know about their EPF account.
4. **Earned Leaves not allowed during Summer Season.**—That the earned leaves of the workman are not allowed during summer season even in the cases of emergencies. It is requested to allow the earned leave to the workers in emergency cases to the workers.
5. **Lack of Civil Amenities in new Depot.**—There is no provision of drinking water and toilets for the workers in Plot No.11, Industrial Area, Phase - I, Chandigarh (new depot). The workers are facing lot of difficulties due to non-availability of drinking water and toilets. It is that the arrangements be made for availability of Drinking Water and toilets in Plot No.11, Industrial Area, Phase - I, Chandigarh at the earliest.

3. During the pendency of the present industrial dispute, the matter was taken before the National Lok Adalat and the parties amicably settled their dispute. The Manager (Accounts) of the management made the following statement :—

"The management will provide uniforms in January 2021 and October / November 2021. The management will also ready to pay Rs.5,000/- extra as one time compensation for disposal of this case."

Thereafter the President of the workers' union made the following statement :—

"I have heard the statement of Shri Sanjeev Gupta Manager Accounts and agree with the same. The present industrial dispute may be disposed of accordingly."

Accordingly, the present industrial dispute is disposed of as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

(ANSHUL BERRY),

Presiding Officer,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB 0095

The 12th December, 2020.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 27th January, 2021

No. 13/1/9763-HII(2)-2021/1006.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 28/2018, dated 12.12.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :

GEETA D/O SHRI BRIJ PAL, HOUSE NO. 1889, PHASE - II, RAM DARBAR, UNION TERRITORY, CHANDIGARH (Workman)

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN, BARWALA ROAD, DERABASSI, DISTRICT MOHALI THROUGH ITS PROPRIETOR.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH ITS MANAGER (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed by management No.1 as Assembler on 15th March, 2017 and was deployed at the work place of management No.2. She worked continuously upto 30th September, 2017 when her services were illegally & wrongly terminated by refusing work. On 01.10.2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No.2 has directed him to reduce the labour force. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated Section 25-G & 25-H of the ID Act. No charge sheet was issued, no inquiry was held and junior to the workman were retained in service at the time of termination and new persons were appointed in place of the workman. The workman had lodged a complaint with the Labour Inspector, Union Territory, Chandigarh. Management No.1 refused to take her back on duty before the Labour Inspector, Union Territory, Chandigarh. She also served upon management No.1 & 2 a demand notice dated 26.10.2017 for her reinstatement but both the managements neither replied the demand notice nor took her back on duty. The Conciliation Officer, Union Territory, Chandigarh was requested for his intervention in the matter. Management No.2 did not appear on any date fixed for settlement whereas management No.1 only seek dates but did not settle the dispute. Action of the management was illegally, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service with full back wages and without any change in her service condition.

3. Management No.1 contested the case of the workman and filed written statement admitting appointment of the workman by answering management and deployment with management No.2. On merits, it is pleaded that when management No.2 directed the answering management to reduce the manpower due to lack of orders and the answering management intimated in this regard to the workman that since there is hardly any work with management No.2 so she can be adjusted with another group where the answering management had the contract with the industry namely M/s Dharampal Satyapal Group at Mandi (HP) but the workman along with other workers flatly refused to join at the transferred place. The workman instead of reporting for her duties at the transferred place filed the present statement of claim. She had cooked false and fabricated story in connivance with other workers not to report for her duties at the transferred place. The

answering management had not discharged, dismissed, retrenched or terminated the services of the workman. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement raising preliminary objection that the relationship of employee and employer were not in existence between workman and the answering management. On merits, it is pleaded that the workman had joined the services with management No.1 as Helper and joined with answering management for a fixed period on contractual basis to meet out the exigencies of the work. The workman was not having technical knowledge and qualification so could not be appointed as Assembler. She had worked with the answering management till 10.09.2017. Management No.1 was paying wages to the workman and management No.1 had control over her services. The answering management had neither appointed the workman nor had control over the employment of the workman. The answering management had not asked management No.1 to terminate the services of the workman. The answering management was previously also accepting limited number of the employees from management No.1 depending upon exigencies of work. The answering management had not directed management to reduce the labour force. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed *qua* the answering management.

5. The workman filed the rejoinder reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

6. In support of the case, the workman stepped into the witness box as AW1. During the pendency of the present industrial dispute, the workman made the following statement :—

"I have settled my dispute with the management and have received Cheque No.979051 dated 04.12.2020 for Rs.35,000/-drawn on Punjab National Bank, Sector 5, Panchkula towards full and final settlement of my dispute. I am left with no right or claim against the management whatsoever including reinstatement. My present dispute may be disposed off accordingly."

Thereafter the case was taken in National Lok Adalat, in view of the statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

The 12th December, 2020.

(Sd.) . . . ,
(ANSHUL BERRY),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB 0095

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 12th November, 2020

No. 136/E.I./V.D.I (3E).—Hon'ble the Chief Justice has been pleased to make the following promotions on the establishment of this Hon'ble Court in the Pay Band of Rs.15600-39100/- plus Grade Pay of Rs.7600/- plus usual allowances with effect from 12.11.2020 :—

| S. No. | Name of the Officer(s) | E. Code | From | To | Remarks |
|--------|------------------------|---------|-----------------|-------------------------|---------------------|
| 1 | Ms. Manju Mittal | 4811 | Offg. Secretary | Offg. Special Secretary | Against vacant post |
| 2 | Sh. Ashish | 4799 | -do- | -do- | -do- |
| 3 | Ms. Mamta Malhotra | 4428 | -do- | -do- | -do- |

Note: 1. Ms. Manju Mittal, mentioned at Sr. No. 1, will draw the monetary benefits of this promotion on her joining after availing Child Care Leave.

BY ORDER OF HON'BLE THE CHIEF JUSTICE.

(Sd.). . .,

(RAJNISH KUMAR SHARMA),
Registrar (Administration),
for Registrar General.

CHANGE OF NAME

I, Vijay Singh, S/o Devi Singh, # 683, Dadumajra Colony, Chandigarh, have changed my minor daughter's name from Archana Chauhan to Anshika Chauhan.

[66—1]

I, Suman Gupta, W/o Ashok Goel, # 2046, Sector 21, Chandigarh, have changed my name from Suman Gupta to Suman Goel.

[67—1]

I, V P Goel, S/o Deep Chand Goel, R/o # 3072, Sector 35-D, Chandigarh, have changed my name from V P Goel to Ved Parkash.

[68—1]

I, Jaguri Ram, S/o Shri Rambharose, R/o #1057/A, Small Flate, Dhanas, Chandigarh, have changed my name from Jaguri Ram to Ramkhelawan Gautam.

[69—1]

I, Vijay Kumar, S/o Ram Swaroop Arya, # 50-B, Dariya, Chandigarh, have changed my name to Vijay Kumar Arya.

[70—1]

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